

*Milt Moffatt Mon*  
*Bugs Lissard 24*  
*Bob Meyer 22*  
*Roger Esler 22*  
*Mike McCarty RMA*  
*John Hornbeck 24 1-08-71*

THIS AGREEMENT, made this 13<sup>th</sup>  
day of October, 1970 by and  
between the STATE OF ARIZONA acting by  
and through its STATE HIGHWAY ENGINEER,  
thereunto duly authorized, hereinafter  
designated STATE, and the COUNTY OF SAN  
BERNARDINO acting by and through its  
BOARD OF SUPERVISORS, thereunto duly  
authorized, hereinafter designated COUNTY.

*Sheet 6*

RECITALS:

For the safety and protection of the public and in accordance  
with requirements of the U.S. Coast Guard Title 33, Section 494,  
of the U.S. Code, it is necessary that certain improvements be made  
on the State and County Highway System on the Parker Bridge, near *Altitude 7595*  
Parker, Arizona. These improvements shall be limited to the design,  
installation and maintenance of a navigational lighting system.

WHEREAS, the parties hereto for their mutual benefit desire to  
cooperate in the design, installation, operation and maintenance of  
the said improvements in the manner hereinafter stated, and

WHEREAS, it is the desire of the parties hereto to proceed with,  
and set out in writing their understandings and agreements pursuant  
to which the said improvements shall be made, and subsequently operated  
and maintained.

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained  
and the faithful performance thereof, the County agrees:

1. To provide and set aside sufficient funds to reimburse the  
State fifty per cent (50%) of the construction costs incurred  
for this improvement.
2. To provide each year, sufficient funds necessary to reimburse  
the State for fifty per cent (50%) of the complete maintenance  
and operation costs of the said installation.

## ARTICLE II

IN CONSIDERATION of the covenants of the County herein contained, and the faithful performance thereof, the State agrees:

1. To provide the necessary design of said installation.
2. To advertise, award and administer a contract for said installation.
3. To pay 50% of the contract costs for said installation.
4. To provide for the maintenance of said installation.
5. To submit annually to the County, an itemized billing of the costs incurred for the previous year, to enable the County to provide reimbursement to the State, as set forth in Article I, paragraph number "2" on the previous page.

## ARTICLE III

IN CONSIDERATION of these premises, it is mutually agreed:

1. That the work contemplated in this agreement shall be accomplished in a good, workmanlike manner and to the satisfaction of the parties concerned, and each portion shall be promptly commenced by the parties hereto obligated to do the same, and thereafter diligently prosecuted to conclusion in its lawful order and sequence.
2. That the provisions of this agreement dividing the cost of the planning, construction, maintenance, policing, repairing, replacing or reconstructing the said Bridge equally between the parties are agreed to without regard for the actual location of the interstate boundary line in the vicinity of said Bridge. The division of such costs in the manner prescribed herein is solely to provide a basis for allocating cooperative expenditures upon said improvement project and is intended to avoid any controversy with respect to interterritorial jurisdiction regarding the planning, construction and maintenance of said improvement.

3. That the books, papers, records and accounts of the parties hereto, insofar as they relate to the items of expense for labor, material or are in any way connected with work herein contemplated, shall, at all reasonable times, be open to inspection and audit by agents and the authorized representatives of the parties hereto.

#### ARTICLE IV

If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this agreement are severable.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement this 13<sup>th</sup> day of October, 1970.

STATE OF ARIZONA

WM. N. PRICE  
State Highway Engineer

By: A. L. Chadwick  
A. L. CHADWICK (10/28/70)  
Chief Deputy State Engineer

Attest:

SAN BERNARDINO COUNTY, CALIFORNIA

County Clerk

V. DENING WARDLE, COUNTY CLERK  
AND EX OFFICIO CLERK OF THE BOARD OF  
SUPERVISORS OF SAN BERNARDINO COUNTY

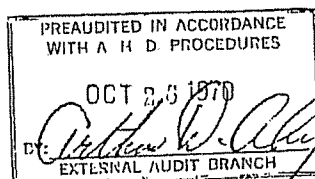
V. Dening Wardle  
Deputy

BY: Robert S. Brown  
CHAIRMAN BOARD OF SUPERVISORS

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APPROVED AS TO FORM

DATE 9/23/70  
STANFORD D. HERLOCK, COUNTY COUNSEL  
SAN BERNARDINO COUNTY, CALIFORNIA  
BY S. R. [Signature] DEPUTY



APPROVED AS TO FORM

John L. Jones  
Assistant Attorney General  
Attorney for Arizona Highway  
Department

MINUTES OF THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY, CALIFORNIA

County Engineer M. A. Nicholas presents to the Board, for their approval, an agreement between the State of Arizona and the County for compliance with the directive of the U. S. Coast Guard that navigational lighting be provided on the bridge across the Colorado River near Parker, Arizona. He states the agreement has been approved by County Counsel and is recommended for approval by the Board.

Whereupon, on motion by Supervisor Beckord, duly seconded by Supervisor Betterley, and carried, the Board of Supervisors hereby approves that certain agreement by and between the State of Arizona, acting by and through its State Highway Engineer, and the County of San Bernardino, providing for the 50-50 sharing of construction and maintenance costs of the navigational lights referred to, and further authorizes its Chairman to sign said document, indicating this Board's approval of the terms and conditions therein contained.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: SUPERVISORS: Betterley, Beckord, Smith, Mikesell  
NOES: SUPERVISORS: None  
ABSENT: SUPERVISORS: Ayala

STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO

ss.

I, V DENNIS WARDLE, County Clerk and ex-officio Clerk of the Board of Supervisors of San Bernardino County, California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by said Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board of its meeting of October 13, 1970

Dated: October 15, 1970

V. DENNIS WARDLE  
County Clerk and ex-officio  
Clerk of said Board.

*[Signature]*